

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

APEX SYSTEMS, INC.,

Plaintiff,

v.

CC INTELLIGENT SOLUTIONS, INC.,

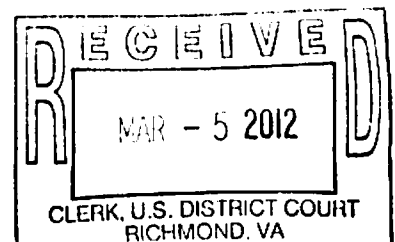
Defendant.

Case No. 3:11CV588

**CONSENT JUDGMENT ORDER AGAINST
CC INTELLIGENT SOLUTIONS, INC.**

Plaintiff Apex Systems, Inc. ("Apex"), by counsel, and Defendant CC Intelligent Solutions, Inc. ("CCIS"), have consented and jointly move the Court for entry of a consent judgment herein. And it appearing to the Court that Apex and CCIS have consented, stipulated and agreed as follows:

1. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a) in that the parties are citizens of different states and the matter in controversy exceeds \$75,000, exclusive of interest and costs.
2. On or about June 23, 2009, Apex and CCIS entered into a signed, written contract (the "Contract") pursuant to which Apex agreed to provide temporary staffing services to CCIS.
3. Pursuant to the terms of the Contract, Apex submitted monthly invoices to CCIS for the number of hours worked in the previous month by contract employees provided to CCIS by Apex.
4. On January 12, 2011, Apex forwarded three invoices to CCIS in the total amount of \$21,680.57 for services performed.



5. On February 7, 2011, Apex forwarded two invoices to CCIS in the total amount of \$17,831.76 for services performed.

6. On March 8, 2011, Apex forwarded two invoices to CCIS in the total amount of \$16,497.44 for services performed.

7. On April 1, 2011, Apex forwarded two invoices to CCIS in the total amount of \$17,413.96 for services performed.

8. In May 2011, Apex forwarded three invoices to CCIS in the total amount of \$24,172.60 for services performed.

9. On June 7, 2011, Apex forwarded an invoice to CCIS in the amount of \$11,040.00 for services performed.

10. On July 6, 2011, Apex forwarded an invoice to CCIS in the amount of \$9,660.00 for services performed.

11. On August 15, 2011, Apex forwarded an invoice to CCIS in the total amount of \$3,450.00 for services performed.

12. On July 5, 2011, CCIS made one payment in the amount of \$1,000.00. Two weeks later, on July 18, 2011, CCIS made another payment, again in the amount of \$1,000.00. These payments were applied to Apex's outstanding balance.

13. CCIS made no additional payments.

14. CCIS is liable to Apex for its damages in the amount of \$119,746.73 resulting from the foregoing breach of contract.

15. The Contract terms provide for a late charge of one percent (1%) per month on the amount of any past due balance to be calculated using the "U.S. method," therefore

interest is not compounded on any past due balance. As of December 9, 2011, the late charge / interest due and owing on the unpaid balance was \$7,352.28.

16. Apex has incurred attorney's fees and costs for collection of the unpaid balance. The attorney's fees are in the amount of \$9,583.00 and the costs are in the amount of \$350.00.

17. The parties have agreed to the terms of this Consent Judgment Order to establish the indebtedness of CCIS to Apex.

18. CCIS acknowledges its indebtedness under the Contract, and consents to entry of judgment against it in the following amount:

Past Due Amount:	\$119,746.73
Late Charge / Interest:	\$ 7,352.28 as of 12/09/2011
Attorney's Fees:	\$ 9,583.00
Costs:	<u>\$ 350.00</u>
TOTAL	\$ 137,032.01

19. The parties stipulate that the amounts set forth above are the total of all indebtedness of CCIS under the Contract. The parties further stipulate that after December 9, 2011, interest will run on the past due amount at one percent (1%) per month to be calculated using the U.S. method. The parties further stipulate that Apex will not seek recovery of attorney's fees over and above what is set forth in this consent order. The parties further stipulate that, except as specifically sets forth herein, Apex reserves all of its rights and remedies with respect to the Contract.

NOW THEREFORE, UPON CONSIDERATION WHEREOF, and upon agreement of the parties as set forth herein, the Court hereby GRANTS a monetary judgment in favor of Apex Systems, Inc. against CC Intelligent Systems, Inc. on the Complaint in the following total amount: ONE HUNDRED THIRTY SEVEN THOUSAND THIRTY TWO

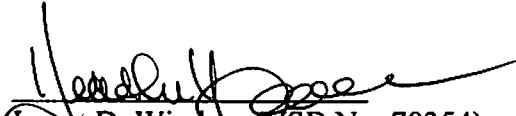
AND 01/100 DOLLARS (\$137,032.01) plus interest on the past due amount accruing from 12/09/ 2011.

Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, this Judgment Order is a final judgment as to all claims against CC Intelligent Systems, Inc., the Court determining that there is no just reason for delay.

ENTERED: **MAR 1- 7 2012**
SO ORDERED


/s/
James R. Spencer
United States District Judge

WE ASK FOR THIS:



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SEEN and AGREED to:



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